IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI SOUTHERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. **DEBORAH JEAN FREMERMAN,** [DOB: 06/27/1949] Defendant.	**No.** 16-03087-01-CR-S-MDH 18 U.S.C. § 1341 (Mail Fraud) NMT 20 Years Imprisonment NMT $250,000 Fine NMT 5 Years Supervised Release Class B Felony **FORFEITURE ALLEGATION:** 18 U.S.C. § 981(a)(1)(C) $100 Mandatory Special Assessment

INFORMATION

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this Information:

Introduction

1. The defendant, **DEBORAH JEAN FREMERMAN**, was a resident of the counties of Greene and Taney, both located in the Western District of Missouri.

2. Bass Pro Shops, Inc. ("BPS"), was a Missouri corporation, charter number 00160391, originally registered with Missouri Secretary of State on March 14, 1973, with a principal place of business located at 2500 East Kearney, Springfield, Missouri, 65898, a location within the Western District of Missouri.

3. Federal Express Corporation ("FedEx") was a logistic services company specializing in the express transportation of goods through the use of a global air-and-ground network. FedEx was incorporated in January 1998 and its headquarters was located in Memphis, Tennessee. FedEx had offices and facilities in, and operated as a commercial interstate carrier

within and between, all fifty states of the United States, and other countries, including the United Kingdom, China, India, Mexico, and France.

4. FedEx maintained and operated a shipping center located at 2221 East Olive Court, Springfield, Missouri, in the Western District of Missouri. All packages shipped by FedEx that were sent via "standard overnight" service originating in Springfield, Missouri, were flown from the Springfield airport to the FedEx Hub located at the Memphis International Airport in Memphis, Tennessee, for processing, and then sent to their final destinations.

5. From June 1, 2000, through August 9, 2011, said dates being approximate, the defendant was employed as the Director of Travel for BPS, in Greene County, Missouri. In that position, the defendant was a personal assistant to BPS's Chief Executive Officer ("CEO"), and was also responsible for booking and managing travel for BPS managers and associates. The defendant's office was located at BPS's principal place of business in Springfield, Missouri.

6. As a part of her employment, the defendant managed situations in which BPS employee travel, which she and her subordinate employees booked, was later cancelled. The travel entities used for such booking reimbursed BPS for these cancellations in the form of credits that could be applied to future BPS employee travel expenditures with each travel entity. BPS did not authorize the defendant to utilize any of these credits, paid for with BPS funds, for her personal use or for the use of her family or friends.

7. As a further part of her employment, the defendant and her subordinate employees managed the renting of cars from Enterprise Leasing Company ("Enterprise") and Avis for the use of BPS employees. These duties included the managing of reward coupons generated from the rental vehicles used by BPS employees. BPS only authorized the reward coupons to be used for offsetting the expenses of future rental car services made in connection

with company travel. BPS did not authorize the defendant to utilize any of these rental cars or rental car reward coupons, paid for with BPS funds, for her personal use or for the use of her family and friends.

8. During her employment, BPS authorized the defendant to make personal purchases on several BPS credit cards. As a part of such agreement, the defendant was to direct, or post, such personal purchases to her personal account with BPS and the defendant was to, using her personal funds, pay off the entirety of the balance of her personal account each month. BPS did not authorize the defendant to direct, or post, any personal purchases to the BPS administrative account. As a part of its normal course of business, BPS would pay for purchases posted to the BPS administrative account with BPS funds.

9. During the entire time the defendant was employed at BPS, charges made on all credit cards issued to BPS, including credit card ending in 4122, were billed at least one month in arrears of each respective charge. Reconciliation of these charges by BPS was made upon receipt of the bill. The defendant knew of this practice and, upon receipt of a credit card bill, as a part of her duties, was to routinely direct subordinate BPS employees to categorize charges either to her personal account, if the charges were personal to the defendant, or to the BPS administrative account, if the charges were BPS-related.

10. During said employment, and as a part of her regular duties, BPS authorized the defendant to issue, and cause to issue, checks, using BPS funds, for the payment of expenses related to several BPS credit cards, including card number ending 4122, for charges incurred in relation to BPS employees travel. As a part of her duties, the defendant would cause BPS to mail checks, using FedEx, to the Commerce Bank-Visa Payment Processing Center, to represent payments for all charges incurred on BPS credit card, number ending 4122.

The Scheme

11. Between September 2005 and September 2011, said dates being approximate, in the Western District of Missouri, and elsewhere, the defendant devised and executed a scheme and artifice to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations and promises, from Bass Pro Shops, Inc.

12. As a part of her scheme, the defendant utilized BPS funds to pay for her personal use of a Cadillac sport utility vehicle from Enterprise from March 2010 and continuing through July 2011, said dates being approximate. The defendant's personal use of the vehicle occurred in the counties of Christian, Greene, and Taney, within the Western District of Missouri. In order to conceal her personal use of the vehicle, the defendant told at least one co-employee that she had purchased the vehicle. The monthly lease payment of the vehicle was approximately $1,600.00 per month and the charges were billed to BPS credit card, number ending 4122. The defendant caused BPS funds to pay for each one of those payments, resulting in a loss to BPS of approximately $28,112.30.

13. It was a part of her scheme that the defendant also utilized BPS funds to pay for her husband's, M.F., personal use of a rental car from Avis from March 2008 and continuing through October 2008, said dates being approximate. M.F.'s personal use of the vehicle occurred in Taney County, within the Western District of Missouri. The monthly lease payments of the vehicle ranged from approximately $575.00 to $1,500.00 per month and the defendant caused BPS funds to pay for those payments, resulting in a loss to BPS of approximately $15,225.56.

14. As a part of her scheme, in January 2011 and March 2011, said dates being approximate, the defendant applied Avis reward coupons, totaling $332.70 and awarded to BPS

through the use of rental vehicles by BPS employees, to car rentals made by M.F. and the defendant's son, G.F., for their personal use.

15. It was a further part of her scheme that between September 2005 and continuing through June 2011, said dates being approximate, the defendant converted travel credits on approximately twenty-five (25) different occasions to personal use by herself, her family, or her friends. These travel credits were issued by various travel entities after BPS paid for travel for BPS employees and the travel was later cancelled. These travel credits were used by the defendant to obtain airfare for her, her family members, and her friends for personal travel to various locations, such as Mexico City, Mexico and Washington, D.C., and other locations both inside and outside of the United States. The defendant's personal use of these travel credits resulted in a loss to BPS of approximately $17,203.62.

16. In furthering her scheme, on two occasions, in December 2005 and January 2006, the defendant converted travel credits from cancelled BPS employee trips and applied them to offset her personal balance that she had accumulated at BPS as a result of personal purchases she made using BPS credit cards. The defendant's actions in converting these travel credits resulted in a loss to BPS of approximately $4,474.37. The defendant did not re-pay BPS for the use of these credits.

17. The defendant also, as a part of her scheme, in March 2006, caused BPS funds to be issued to pay Outdoor Wilderness Adventure, a company owned by her husband, M.F., for housing in connection with a trip a third party known to the defendant took to a resort in Mexico. BPS did not authorize the defendant to use its funds to pay for this housing. The defendant booked, or caused to be booked, said housing reservation and her actions resulted in a loss to BPS of approximately $7,157.06.

18. It was part of the scheme and artifice that the defendant made further personal purchases on BPS credit cards between March 2006 and May 2011, said dates being approximate, that she caused to be posted to the BPS administrative account for payment, rather than her personal account. The defendant caused a total of $6,919.56 worth of personal purchases to be posted to the BPS administrative account for payment, including:

a. $6,583.40 in purchases to Big Cedar Lodge, located in Taney County, in the Western District of Missouri;
b. $25.59 to Ocean Zen restaurant, in Greene County, in the Western District of Missouri, on September 16, 2009;
c. $292.26 to David's Western Store in Dallas, Texas, on June 25, 2010; and
d. $18.31 to the Dallas-Ft. Worth Airport, on June 28, 2010.

The defendant did not re-pay BPS for these purchases.

19. On or between August 10, 2011 and September 1, 2011, BPS received a bill, dated August 10, 2011, from Commerce Bank-Visa, for purchases made by BPS on a credit card, number ending 4122. Included in this bill were two separate transactions for the defendant's personal use of the Cadillac sport utility vehicle rented from Enterprise: $1,629.91 for her use from May 6, 2011 to June 4, 2011, and $1,630.74 for her use from June 4, 2011 to July 4, 2011.

20. Through the defendant's concealment of her unauthorized personal use of the rented Cadillac from March 2010 and continuing through July 2011, and through her knowledge of BPS's routine and normal business practices in paying each monthly bill BPS received from Commerce Bank-Visa, on or between March 2010 and September 1, 2011, the defendant caused several BPS checks, including check numbered 225092 and in the amount of $46,185.95, to be delivered by FedEx through interstate commerce, that is "standard overnight" FedEx shipment

from Springfield, Missouri, to be processed at the FedEx Hub located in Memphis, Tennessee, and to be delivered to Payment Processing, Commerce Bank-Visa, located at 811 Main, 11th Floor, Kansas City, Missouri, 64105.

21. The BPS check numbered 225092 and caused to be delivered by the defendant through interstate commerce, via FedEx, was facilitated to pay the BPS credit card, card number ending 4122, bill, dated August 10, 2011, with BPS funds.

22. At the time of the defendant's departure with BPS, the total loss to BPS that resulted from the defendant's above-described scheme totaled approximately $79,425.17.

The Charge

23. The allegations set forth in paragraphs 1 through 22 are hereby incorporated in full.

24. Between September 2005 and September 2011, said dates being approximate, in the counties of Greene and Taney, within the Western District of Missouri, and elsewhere, the defendant, **DEBORAH JEAN FREMERMAN**, with the intent to defraud, devised the above-described scheme and artifice to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations and promises from Bass Pro Shops, Inc.

25. On or about September 1, 2011, in Greene County, in the Western District of Missouri, for the purpose of executing or attempting to execute the above-described scheme and artifice to defraud and deprive, and to obtain money by means of false and fraudulent pretenses, representations and promises, the defendant did knowingly cause to be delivered by mail according to direction thereon, a material thing to be sent "standard overnight" delivery by FedEx, to wit: check number 225092, drawn on the account of Bass Pro Shops, Inc., payable to Payment Processing, Commerce Bank-Visa, in the amount of $46,185.95 in United States

currency, to be sent and delivered by Federal Express from Springfield, Missouri, to Memphis, Tennessee, to its final destination in Kansas City, Missouri, all in violation of Title 18, United States Code, Section 1341.

Money Judgment and Other Property Traceable to the Offense

26. United States currency and all interest and proceeds traceable thereto, representing the proceeds obtained by the defendant, **DEBORAH JEAN FREMERMAN**, in that such sum in aggregate, constitutes or is derived from, proceeds traceable to the offense set forth above, for an amount not less than $79,425.17.

27. If any of the property described in the above paragraph, as a result of any act or omission of the defendant,

a. cannot be located upon the exercise of due diligence;

b. has not been transferred to, sold to, or deposited with a third person;

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value; and/or

e. has been commingled with other property that cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), which is incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendant not less than the value of the property described in paragraph 26 above, or elsewhere, as being subject to forfeiture.

Respectfully submitted,

TAMMY DICKINSON
United States Attorney

CASEY CLARK
Assistant United States Attorney

DATED: 7/29/16
Springfield, Missouri